

WARNING: READ THIS AGREEMENT CAREFULLY. IT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS. IF YOU SIGN THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO SUE RANDONNEURS USA AND OTHER PARTIES.

COVID-19 ATTESTATION, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I, _____, IN CONSIDERATION of being permitted to participate in any way in the _____ (enter name of organizing club) _____ (enter name of bicycle event (“Activity”)), I hereby acknowledge, agree, attest and represent the following:

1. The Activity is being held while there is a Coronavirus (“COVID-19”) pandemic in the United States of America. The Centers for Disease Control and Prevention (“CDC”) continuously updates its guidelines and recommendations regarding COVID-19, and I know that these recommendations include social distancing, essential and non-essential travel, wearing face coverings and limiting group activities.

2. In participating in the Activity, I attest and represent that at this time I do not have, nor have I recently experienced, any of the following new and unexplained conditions: fever, chills, cough, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, new congestion or runny nose, nausea or vomiting. I further attest and represent that I have had no known exposure to COVID-19 in the past fourteen (14) days.

3. I UNDERSTAND that in participating in the Activity, I may be exposed to other riders, volunteers, or other persons.

4. I UNDERSTAND that in participating in the Activity, and to the fullest extent permitted by law, I hereby expressly assume the risk that I may be exposed to COVID-19 and expressly assume all such risk and responsibility for any illness, damages, losses or expenses which I incur as a result of being exposed to COVID-19 and my participation in the Activity. There may be other risk and economic loss, costs and damages to me, my family and dependents either not known to me or not readily foreseeable at this time concerning COVID-19 and my participation in the Activity and **I FULLY ACCEPT AND ASSUME ALL SUCH RISK AND ALL RESPONSIBILITY FOR ALL SUCH LOSS, COSTS AND DAMAGES THAT I OR MY FAMILY MEMBERS AND DEPENDENTS MAY INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY.**

5. **TO THE FULLEST EXTENT PERMITTED BY LAW, I, ON BEHALF OF MYSELF, MY FAMILY MEMBERS AND DEPENDENTS HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** the Activity organizer, the Randonneurs USA region, the Regional Brevet Administrator for the Activity, Randonneurs USA, and their respective administrators, directors, agents, officers, members, and volunteers, other participants, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS OR DAMAGES (HEREAFTER, “CLAIMS”) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, OF THE “RELEASEES”, INCLUDING, WITHOUT LIMITATION, RESCUE OPERATIONS SHOULD I BE EXPOSED OR INFECTED WITH COVID-19.**

6. In participating in the Activity, I agree to follow all applicable local laws, orders, regulations and public health guidelines and the guidelines of the Activity organizer and Regional Brevet Administrator. I will also adhere to all local business rules while participating in the Activity, both on and off the bicycle including the use of a mask, occupancy guidelines and social distancing.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY. I INTEND THAT THIS AGREEMENT ALSO SHALL BE BINDING UPON MY HEIRS, NEXT OF KIN, REPRESENTATIVES, SUCCESSORS AND ASSIGNS. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

This agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I acknowledge and agree that the COVID-19 ATTESTATION, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT may be executed and delivered by electronic means, and the electronic signature shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. An electronic signature shall include an electronically scanned original signature or an electronically transmitted original signature (e.g. via pdf).

Dated: _____ Print Name: _____ Signature: _____

DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND THE RIGHTS YOU ARE GIVING UP.